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RECORDATION NO. 29895 FILED

SEP 21 '11 -3 06 PM

SURFACE TRANSPORTATION BOARD

September 18, 2011

BY FEDERAL EXPRESS

Surface Transportation Board
Attention: Cynthia F. Brown, Chief of the Section of Administration,
Office of Proceedings
395 East Street, S.W.
Washington, D.C. 20423

Re: Recordation of Security Agreement

Dear Ms. Brown:

I have enclosed one (1) original and one (1) certified copy of a security agreement dated as of June 14, 2011 (the "Security Agreement") to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code and Part 1177 of Title 49 of the Code of Federal Regulations as a primary document. The names and address of the parties to the Security Agreement are as follows:

Secured Party
SH-Global Limited
P.O. Box 1269,
West Perth, 6872
Western Australia

Debtor
Santa Fe Southern Railway, Inc.
Attn: Carol J. Raymond, President
430-A West Manhattan Avenue
Santa Fe, New Mexico 87501

A summary of the property covered by the Security Agreement is as follows:

(a) the thirteen (13) locomotives or rail cars that are identified on Exhibit A attached hereto (collectively, the "Railcars").

(b) all of the Debtor's right, title, and interest in and to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions, and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts, and accessories used in connection therewith,

(c) all of the Debtor's right, title, and interest in and to any and all leases covering the Railcars (the "Leases").

(d) all rights, remedies and privileges of the Debtor to enforce the Leases and all accounts, accounts receivable, instruments, documents, chattel paper, and general intangibles of the Debtor arising from or relating to the Leases, and

(e) all proceeds (including insurance proceeds), products, additions, substitutions, and accessions of and to any and all of the foregoing property or assets and all supporting obligations relating thereto.

A short summary of the Security Agreement to appear in the index is as follows: Security Agreement between Santa Fe Southern Railway, Inc. and STI-Global Limited dated June 14, 2011, and covering the railway equipment of Santa Fe Southern Railway Inc., including locomotives and cars.

A check in the amount of \$41.00 as payment of the filing fee is enclosed. Please return one (1) file stamped original of the Security Agreement to the undersigned after recording.

Very truly yours,



Chris Converse

Enclosures

EXHIBIT A

RAILCARS

<u>Locomotive/Railcar Description</u>	<u>Identification Number or Marking</u>
Locomotive #93 - GP - 7	SFS 93
Coach #1158	SFS 1158
Coach #1195	SFS 1195
Coach #300	SFS 300
Rail car - hulk, parts unit	CNJ #1099
Passenger Flat - with railings, etc	SFS 99
Work Flat - in service	SFS 96177
Work Flat - dismantled (Lamy)	SFS 96113
Caboose - Storage, static display, Cerrillos & St Francis	none
Caboose - Crew	Dark green "Mainline/RioGrande
Caboose - in service	SFS 562
Baggage Tool Car	Trucks marked CS 895
Boxcar/Shopear	ATSF 524783

SEP 13 '11 -3 06 PM

SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS SECURITY AGREEMENT, dated as of June 14, 2011 (this "**Agreement**"), is by and between Santa Fe Southern Railway, Inc., a New Mexico corporation (the "**Debtor**"), and STI-Global Limited, a corporation organized under the laws of Western Australia, and its successors and assigns (collectively, the "**Secured Party**")

RECITALS

A The Debtor and the Secured Party have entered into that certain Promissory Note, dated as of June 14, 2011 (such Promissory Note, as the same may be amended or modified from time to time, is referred to herein as the "**Note**")

B The Note requires the Debtor to execute and deliver this Agreement

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

ARTICLE I
SECURITY INTEREST

Section 1.1 Security Interest The Debtor hereby grants to the Secured Party a security interest in and a general lien upon the following property, whether now owned or existing or hereafter arising or acquired and wherever arising or located (such property being hereinafter called the "**Collateral**")

(a) the thirteen (13) locomotives or rail cars that are identified on Exhibit A attached hereto (collectively, the "**Railcars**"),

(b) all of the Debtor's right, title, and interest in and to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions, and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts, and accessories used in connection therewith,

(c) all of the Debtor's right, title, and interest in and to any and all leases covering the Railcars (the "**Leases**").

(d) all rights, remedies and privileges of the Debtor to enforce the Leases and all accounts, accounts receivable, instruments, documents, chattel paper, and general intangibles of the Debtor arising from or relating to the Leases, and

(e) all proceeds (including insurance proceeds), products, additions, substitutions, and accessions of and to any and all of the foregoing property or assets and all supporting obligations relating thereto

All terms used in this Agreement that are defined in the Uniform Commercial Code as adopted in the State of New Mexico shall have the meanings specified in the Uniform Commercial Code as adopted by the State of New Mexico

Section 1 2 Obligations The Collateral shall secure the following obligations, indebtedness, and liabilities (all such obligations, indebtedness, and liabilities being hereinafter called the "*Obligations*")

(a) the obligations and indebtedness of the Debtor to the Secured Party evidenced by the Note, including any future disbursements or advances by the Secured Party to the Debtor under the Note,

(b) all costs and expenses, including, without limitation, all attorneys' fees and legal expenses, incurred by the Secured Party to preserve and maintain the Collateral, collect the obligations herein described, and enforce this Agreement or the Note.

(c) all other obligations, indebtedness, and liabilities of the Debtor to the Secured Party, now existing or hereafter arising, regardless of whether such obligations, indebtedness, and liabilities are similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several, and

(d) all extensions, renewals, and modifications of any of the foregoing and all promissory notes given in extension, renewal, or modification of any of the foregoing

ARTICLE II REPRESENTATIONS AND WARRANTIES

To induce the Secured Party to enter into this Agreement and the Note, the Debtor represents and warrants to the Secured Party that

Section 2 1 Title Except for the security interest granted herein, the Debtor owns, and with respect to Collateral acquired after the date hereof the Debtor will own, the Collateral free and clear of any lien, security interest, or other encumbrance

Section 2 2 Financing Statements No financing statement, security agreement, or other lien or security instrument covering all or any part of the Collateral is on file in any public office, except as may have been filed in favor of the Secured Party

Section 2 3 No Consent The approval and authorization of the Surface Transportation Board of the Department of Transportation, the Association of American Railroads, the Interstate Commerce Commission, or any other entity is not needed for the execution, delivery, and performance of this Agreement and the Note

Section 2 4 Jurisdiction of Organization, Legal Name The Debtor is a New Mexico corporation Debtor's legal name set forth in its Certificate of Incorporation filed with the Corporations Division of the New Mexico Public Regulation Commission, as amended to date, and its filing number, respectively are Santa Fe Southern Railway, Inc and 1534247

Section 2.5 Principal Place of Business The principal place of business and chief executive office of the Debtor, and the office where the Debtor keeps its books and records, is located at the address of the Debtor listed in the Note

Section 2.6 Litigation There is no litigation, investigation, complaint filed with the Surface Transportation Board of the Department of Transportation, the Interstate Commerce Commission, or the Association of American Railroads, or other governmental proceeding pending or threatened against the Debtor, the Collateral, or any of the Debtor's other properties which, if adversely determined, would have a material adverse effect on the Collateral or the financial condition, operations, or business of the Debtor

Section 2.7 Lease There are no Leases in effect as of the date hereof

Section 2.8 Other Assets The Collateral constitutes all of the material tangible assets owned by the Debtor that are not subject to any lien, security interest, or other encumbrance

ARTICLE III COVENANTS

The Debtor covenants and agrees with the Secured Party that until the Obligations are paid and performed in full

Section 3.1 Maintenance The Debtor shall maintain the Collateral in good operating condition and repair and shall not permit any waste or destruction of the Collateral or any part thereof. The Debtor shall not use or permit the Collateral to be used in violation of any law or inconsistently with the terms of any policy of insurance. The Debtor shall not use or permit the Collateral to be used in any manner or for any purpose that would impair the value of the Collateral or expose the Collateral to unusual risk

Section 3.2 Encumbrances The Debtor shall not create, permit, or suffer to exist, and shall defend the Collateral against, any lien, security interest, or other encumbrance on the Collateral except the security interest of the Secured Party hereunder, and shall defend the Debtor's rights in the Collateral and the Secured Party's security interest in the Collateral against the claims of all persons and entities. The Debtor shall also not create, permit, or suffer to exist any lien, security interest, or other encumbrance on any other assets owned by the Debtor, whether now owned or hereafter acquired, except the security interest of the Secured Party in the Collateral and any security interest in any other assets owned by the Debtor that are validly perfected as of the date hereof

Section 3.3 Modification of Collateral, Leases The Debtor shall do nothing to impair the rights of the Secured Party in the Collateral. The Debtor shall not modify the Collateral, except to the extent the Association of American Railroads, United States Department of Transportation, or any other United States or state governmental agency or any other applicable law requires that any Railcar be altered or modified. The Debtor shall not grant any extension of time for any payment with respect to the Collateral, or release in whole or in part any person or entity liable for payment with respect to the Collateral, or allow any credit or discount for payment with respect to the Collateral other than normal trade discounts granted in the ordinary course of business. The Debtor shall maintain in full force and effect any Leases hereinafter

entered into by the Debtor. The Debtor shall perform its obligations under any such Leases and shall use its best and diligent efforts to enforce performance of the lessees under such Leases

Section 3.4 Disposition of Collateral The Debtor shall not sell, lease, or otherwise dispose of the Collateral or any part thereof, except for leasing of the Collateral in the ordinary course of business

Section 3.5 Further Assurances At any time and from time to time, upon the request of the Secured Party, and at the sole expense of the Debtor, the Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as the Secured Party may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement, including, without limitation, the execution and filing of such financing statements as the Secured Party may require. A carbon, photographic, or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement

Section 3.6 Risk of Loss, Insurance The Debtor shall be responsible for any loss of or damage to the Collateral. The Debtor shall maintain, with financially sound and reputable companies, insurance policies (a) insuring the Collateral against loss by fire, explosion, and such other risks and casualties as are customarily insured against by companies engaged in the same or a similar business as the Debtor, and (b) insuring the Debtor and the Secured Party against liability for personal injury and property damage relating to the Collateral, such policies to be in such amounts and covering such risks as are customarily insured against by companies engaged in the same or a similar business, with losses payable to the Debtor and the Secured Party as their respective interests may appear. All insurance with respect to the Collateral shall provide that no cancellation, reduction in amount, or change in coverage thereof shall be effective unless the Secured Party has received thirty (30) days' prior written notice thereof

Section 3.7 Inspection Rights The Debtor shall permit the Secured Party and its representatives to examine or inspect the Collateral wherever located and to examine, inspect, and copy the Debtor's books and records at any reasonable time and as often as the Secured Party may desire

Section 3.8 Notification The Debtor shall promptly notify the Secured Party of (a) any lien, security interest, encumbrance, or claim made or threatened against the Collateral, (b) any material change in the Collateral, including, without limitation, any material damage to or loss of the Collateral, and (c) any investigation, action, or complaint filed by or with the Surface Transportation Board or the Association of American Railroads

Section 3.9 Organizational Changes The Debtor shall not, without the prior written consent of the Secured Party, change its name, identity, organizational structure, or state of organization (including, without limitation, through any merger or reorganization). The Debtor shall not do business under any trade name, unless such trade name has been disclosed to the Secured Party and a financing statement satisfactory to the Secured Party has been filed in favor of the Secured Party. The Debtor shall not change its principal place of business, chief executive office, or the place where it keeps its books and records unless it shall have given the Secured

Party thirty (30) days' prior written notice thereof and shall have taken all action deemed necessary or desirable by the Secured Party to cause its security interest in the Collateral to be perfected with the priority required by this Agreement

Section 3 10 Compliance with Laws The Debtor shall comply with 49 USC § 10101 et seq , and all applicable laws, rules, regulations, and orders of any court or governmental authority, including but not limited to the Surface Transportation Board of the Department of Transportation, or the Association of American Railroads

ARTICLE IV RIGHTS OF THE SECURED PARTY

Section 4 1 Power of Attorney The Debtor hereby irrevocably constitutes and appoints the Secured Party, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of the Debtor or in its own name, upon the occurrence of an Event of Default (as hereinafter defined), to take any and all action and to execute any and all documents and instruments which the Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, the Debtor hereby gives the Secured Party the power and right on behalf of the Debtor and in its own name to do any of the following, without notice to or the consent of the Debtor

(a) to demand, sue for, collect, or receive in the name of the Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title, or any other instruments for the payment of money under the Collateral or any policy of insurance,

(b) to pay or discharge taxes, liens, security interests, or other encumbrances levied or placed on or threatened against the Collateral,

(c) to send requests for verification to lessees under any of the Leases and other obligors with respect to any of the Collateral, and

(d) (i) to direct lessees and any other parties liable for any payment under any of the Leases or with respect to any of the Collateral to make payment of any and all monies due and to become due thereunder directly to the Secured Party or as the Secured Party shall direct, (ii) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral, (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications, and notices in connection with accounts and other documents relating to the Collateral, (iv) to insure, and to make, settle, compromise, or adjust claims under any insurance policy covering any of the Collateral, and (v) to sell, transfer, pledge, make any agreement with respect to, or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and the Debtor's expense, at any time, or from

time to time, all acts and things which the Secured Party deems necessary to protect, preserve, or realize upon the Collateral and the Secured Party's security interest therein

This power of attorney is a power coupled with an interest and shall be irrevocable. The Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to the Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. The Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its willful misconduct. This power of attorney is conferred on the Secured Party solely to protect, preserve, and realize upon its security interest in the Collateral. The Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

Section 4.2 Performance by the Secured Party If the Debtor fails to perform or comply with any of its agreements contained herein, the Secured Party itself may, at its sole discretion, cause or attempt to cause performance or compliance with such agreement, and the expenses of the Secured Party, together with interest thereon at the rate set forth in the Note, shall be payable by the Debtor to the Secured Party on demand and shall constitute Obligations secured by this Agreement. Notwithstanding the foregoing, it is expressly agreed that the Secured Party shall not have any liability or responsibility for the performance of any obligation of the Debtor under this Agreement.

Section 4.3 Assignment by the Secured Party The Secured Party may from time to time assign the Obligations and any portion thereof or the Collateral and any portion thereof, as well as any other rights under this Agreement, and the assignee shall be entitled to all of the rights and remedies of the Secured Party under this Agreement in relation thereto.

ARTICLE V DEFAULT

Section 5.1 Events of Default The term "*Event of Default*" shall mean the occurrence of either an "Event of Default" under the Note or a breach of any of the terms and conditions of this Agreement.

Section 5.2 Rights and Remedies Upon the occurrence of an Event of Default, the Secured Party shall have the following rights and remedies:

(a) The Secured Party may declare the Obligations or any part thereof immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by the Debtor.

(b) In addition to all other rights and remedies granted to the Secured Party in this Agreement and in any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, the Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted

by the State of New Mexico Without limiting the generality of the foregoing, the Secured Party may (i) without demand or notice to the Debtor, collect, receive, or take possession of the Collateral or any part thereof and for that purpose the Secured Party may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (ii) sell, lease, or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at the Secured Party's offices or elsewhere, for cash, on credit, or for future delivery Upon the request of the Secured Party, the Debtor shall assemble the Collateral and make it available to the Secured Party at any place designated by the Secured Party that is reasonably convenient to the Debtor and the Secured Party The Debtor agrees that the Secured Party shall not be obligated to give more than ten (10) days' written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters The Debtor shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all attorneys' fees, legal expenses, and all other costs and expenses incurred by the Secured Party in connection with the collection of the Obligations and the enforcement of the Secured Party's rights under this Agreement The Secured Party may apply the Collateral against the Obligations in such order and manner as the Secured Party may elect in its sole discretion The Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay the Obligations in full The Debtor waives all rights of marshalling in respect of the Collateral

(c) The Secured Party may cause any or all of the Collateral held by it to be transferred into the name of the Secured Party or the name or names of the Secured Party's nominee or nominees

(d) The Secured Party reserves all rights and remedies available to the Secured Party under 49 USC § 10101 et seq, and all other rights and remedies available to the Secured Party through the Surface Transportation Board of the Department of Transportation, the Association of American Railroads, and any other governmental authority having jurisdiction over the Collateral

ARTICLE VI MISCELLANEOUS

Section 6.1 No Waiver, Cumulative Remedies No failure on the part of the Secured Party to exercise and no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law

Section 6.2 Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective heirs, successors, and assigns, except that the Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of the Secured Party

Section 6.3 Amendment The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the Parties hereto

Section 6.4 Notices All notices and other communications provided for in this Agreement shall be given as provided in the Note

Section 6.5 Applicable Law, Venue, Service of Process This Agreement is executed, delivered, and performable in Santa Fe, New Mexico and shall be construed in accordance with the laws of the State of New Mexico and the applicable laws of the United States of America

Section 6.6 Headings The headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof

Section 6.7 Survival of Representations and Warranties All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by the Secured Party shall affect the representations and warranties or the right of the Secured Party to rely upon them

Section 6.8 Counterparts This Agreement may be executed in any number of counterparts (including by facsimile or portable document format (PDF)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. At the request of a party hereto, the other party hereto will confirm facsimile or PDF counterparts by signing a duplicate original document

Section 6.9 Waiver of Bond In the event the Secured Party seeks to take possession of any or all of the Collateral by judicial process, the Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action

Section 6.10 Severability Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction

Section 6.11 Obligations Absolute The obligations of the Debtor under this Agreement shall be absolute and unconditional and, except upon payment and performance of the Obligations in full, shall not be released, discharged, reduced, or in any way impaired by any circumstance whatsoever, including, without limitation, any amendment, modification, extension, or renewal of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any release or subordination of collateral, or any waiver, consent, extension, indulgence, compromise, settlement, or other action or inaction in respect of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any exercise or failure to exercise any right, remedy, power, or privilege in respect of the Obligations. The Secured Party shall not have any liability or responsibility for the performance of any obligation of the Debtor under this Agreement

Section 6.12 **ENTIRE AGREEMENT.** THIS AGREEMENT AND THE NOTE EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

[Signature page follows]



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above

DEBTOR

SANTA FE SOUTHERN RAILWAY, INC

By _____
Carol J Raymond
Its President

SECURED PARTY

STI-GLOBAL LIMITED


By Perry Cooper

Its Group Finance Director

STATE OF

§

COUNTY OF

§

§

On this _____ day of June, 2011, this instrument was acknowledged before me by Carol J Raymond as President of Santa Fe Southern Railway, Inc , a New Mexico corporation, on behalf of such company by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation


Notary Public

§

§

§

On this 18th day of ~~June~~ July, 2011, this instrument was acknowledged before me by Perry Cooper as Group Finance Director of STI-Global Limited, a corporation organized under the laws of Western Australia, on behalf of such corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation




Notary Public

Solicitor NSW

ACKNOWLEDGMENT

On this 23rd day of August, 2011, before me personally appeared Perry Cooper, to me personally known, who being by me duly sworn, says that he is the Group Finance Director of STI-Global Limited, a corporation organized under the laws of Western Australia, ~~that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation~~



Solicitor, NSW
Eric Braun

EXHIBIT A

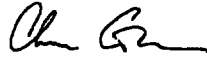
RAILCARS

<u>Locomotive/Railcar Description</u>	<u>Identification Number or Marking</u>
Locomotive #93 - GP -- 7	SFS 93
Coach #1158	SFS 1158
Coach #1195	SFS 1195
Coach #300	SFS 300
Rail car - hulk, parts unit]	CNJ #1099
Passenger Flat - with railings, etc	SFS 99
Work Flat - in service	SFS 96177
Work Flat – dismantled (Lamy)	SFS 96113
Caboose – Storage, static display, Cerrillos & St Francis	none
Caboose – Crew	Dark green “Mainline/RioGrande”
Caboose - in service	SFS 562
Baggage/Tool Car	Trucks marked CS 895
Boxcar/Shopcar	ATSF 524783



CERTIFICATION OF COPY

I have compared the attached copy with the original Security Agreement between Santa Fe Southern Railway, Inc. and SFI-Global Limited, dated June 14, 2011 and found the copy to be complete and identical in all respects to the original document. I hereby declare under penalty of perjury that the foregoing is true and correct.



Chris Converse